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COLLECTIVE AGREEMENT

Between

THE ESSEX TERMINAL RAILWAY COMPANY

and

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS UNION LOCAL NO. 880

Expiry Date: December 31, 2000

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COLLECTIVE AGREEMENT

BETWEEN

THE ESSEX TERMINAL RAILWAY COMPANY,
Windsor, Ontario
(hereinafter referred to as the "COMPANY")

- and -

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA, LOCAL UNION NO. 880**
(hereinafter referred to as the "UNION")

NOW THEREFORE THIS AGREEMENT WITNESSETH: -

ARTICLE 1: RECOGNITION

- 1.1 (a) The Company recognizes the Union as the sole Bargaining Agent for all employees of the Company engaged in the loading and unloading of railway cars and trucks, and the storing and warehousing of goods on the premises maintained by the Company, Morterm Limited, at its facilities in Windsor, Ontario, save and except Foremen, those above the rank of Foremen and clerical staff.
- (b) It is further agreed that members of Teamsters Local 880 will receive cargo (other than bulk) unloaded from ships and, after it is unhooked by the longshoremen, will place the cargo in storage. In the case of cargo being loaded to ships, Members of Teamsters Local 880 will move it to the ship's side for hooking by the longshoremen. In the case of bulk cargoes, members of the bargaining unit will, for example, keep fluorspar moist and will do the dock cleanup after the cargo has been trucked away. Additionally, it is agreed the members of Teamsters Local 880 will perform the work of pumping fresh water aboard ships, readying stevedoring equipment prior to the arrival of a ship and the changeover of the Company's crane from clamming to craning rigging.
- 1.2 All articles in this Agreement will be effective immediately upon the ratification of the contract.

1.3

The intent and purpose of this Agreement shall be to promote and improve industrial relations and economic relations, to establish and maintain a high degree of discipline and efficiency and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment which will render justice to all.

1.4

The parties hereto desire to co-operate in establishing and maintaining proper and suitable conditions in the Industry and to provide methods of fair and peaceful adjustments of all disputes which may arise between them, and to foster good-will and friendly relations and better understanding between the parties.

ARTICLE 2: UNION SECURITY

2.1

It is agreed that all Union members shall maintain their Union membership in good standing for the duration of the contract as a condition of employment.

2.2

All employees hired prior to the date of the signing of this Agreement must, as a condition of their continued employment, authorize the Company to deduct from their pay on the pay-day the Teamsters Local 880 Union's dues deductions are made, an amount equal to the Teamsters Local 880 Union's monthly dues, for the duration of the Agreement, as their financial contribution to the Teamsters Local 880 Union.

2.3

All employees hired, shall, as a condition of continued employment, authorize the Company to deduct the amount equal to the Teamsters Local 880 Union's initiation fee instalments of Twenty-Five Dollars (\$25.00) per pay after completion of the probationary period. This deduction shall continue until the initiation fee is paid in full.

The Company agrees to remit such monies so deducted to the head office of the Teamsters Local 880 Union along with a list of the employees from whom the money was deducted, at the same time as the Union dues are remitted.

- 2.4 The Company agrees, for the duration of this Agreement to deduct from the second pay period the monthly dues of any employee covered by this Agreement, and to remit such monies so deducted to the head office of the Teamsters Local 880 Union, along with a list of the employees from whom the monies were deducted, not later than the tenth (10th) day of the month following the date upon which such monies were deducted.
- 2.5 The Union will notify the Company in writing of any arrears in dues, caused for any reason, or any arrears in initiation or re-initiation fees and the Company will immediately commence deduction in amounts prescribed by the Teamsters Local 880 Union in such written notice and forward such monies to the Teamsters Local 880 Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than Twenty-Five Dollars (\$25.00) per pay.
- 2.6 The Union will provide the Company with printed forms that will show "Dues" arrears, "Initiation and Re-initiation" arrears. The Company shall, each month, add the name of each new employee hired on since the remittance of the previous check-off, along with the starting date, and the Company shall give an explanation alongside the name of each employee who appeared on the previous month's check-off sheet, for whom a remittance is not made, for any reason.

2.7

The Union will supply the Company with any and all forms that have to be completed by the employees, which forms shall be signed by all new employees on the day of hire. It will be the responsibility of the Company to ensure that all such completed forms are returned to the Union.

2.8

The deduction of Union dues shall be made from every employee, including part-time and probationary employees.

2.9

The Company will show the yearly total of dues deductions on the employees' T4 slips.

ARTICLE 3: MANAGEMENT FUNCTIONS

3.1

The Union recognizes that the Company has the right to manage the business, to exercise all of the prerogatives of management, and without affecting the generality of the foregoing it has the right to determine the size of and to direct the work force, to extend or curtail operations, and to hire and promote, except to the extent that the said rights and prerogatives have been specifically delegated to the Union or otherwise curtailed in this Agreement.

3.2

The Company also has the right to discharge, suspend or otherwise discipline employees for just cause.

3.3

The above clause shall not deprive the employee of the right to exercise the Grievance Procedure as outlined in this Agreement.

ARTICLE 4: DISCRIMINATION

4.1

No person shall be refused employment, or in any manner be discriminated against in accordance with the Canadian Charter of Rights and Freedoms.

4.2

A representative of the Teamsters Local 880 Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement, always provided he does not interfere with the normal operations of the Company.

ARTICLE 5: GRIEVANCE PROCEDURE

5.1 A grievance shall consist of a dispute concerning interpretation and application of any clause of this Agreement, and alleged abuses of discretion by supervision in the treatment of employees contrary to the terms of this Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the grievance procedure and determined, if necessary, by arbitration. There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps:

- (i) By a conference between the aggrieved employee and the Terminal Manager or his designate.
- (ii) Failing settlement, the grievance must be submitted in writing within seven (7) calendar days from the date of the alleged violation of the agreement, or from the date that the alleged violation became known to the grievor, but in no case more than thirty (30) days. The seven (7) days and thirty (30) days limitations provided above shall not deprive the employee or the Union of the right to register a retroactive claim for Health and Welfare, Pension, OHIP premiums, where such premiums, contributions or allowances have not been paid in line with the provisions of this Agreement. Nor shall the limitations apply to laid-off employees claiming that they have not been recalled in line with the provisions of Article 7. The grievor may be accompanied by a Union Steward, and if deemed necessary by the Union he shall also be accompanied by a Business Representative of the Union.
- (iii) Failing settlement at the above step, the Terminal Manager shall render his decision in writing and shall refer the grievance to and arrange a meeting

between the Union and the General Manager or his designate within seven (7) days of the date that the grievance was registered in writing. This meeting shall be in the locale of the terminal involved unless otherwise agreed. The General Manager or his designate shall render his decision in writing within seven (7) days from the date that the grievance was referred to him.

(iv) Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of the grievance must be submitted to an Arbitration Board as outlined below.

5.2 In the event the Union or the Company has a grievance it shall be the responsibility of the griever to advise the other party in writing, within seven (7) calendar days of the alleged violation of the Agreement, and by such notification arrange a meeting within fourteen (14) calendar days between the General Manager or his designate, and a duly accredited principal Officer of the Teamsters Local 880 Union or his designate. Should the griever fail to reach a satisfactory settlement, the grievance may be submitted to a Board of Arbitration as outlined herein.

5.3 Grievances dealing with discharges and suspensions shall be registered in writing within seventy-two (72) hours (Saturdays, Sundays and General Holidays excluded) from the time of the discharge or suspension, and shall commence with Section 5.1 (iii) of the grievance procedure.

5.4 It shall be the responsibility of the party desiring arbitration to so inform the other party in writing, in the case of -

(i) An employee grievance, within seven (7) calendar days after the General Manager or his designate has rendered a decision as provided for in 5.1 (iii);

(ii) A Company grievance within seven (7) calendar days after the meeting with the Union Representative;

(iii) A Union grievance within seven (7) calendar days after the meeting with the Company's representative.

5.5 A notice of intent to arbitrate under the foregoing provision shall contain the name of the aggrieved party's appointee to the Board of Arbitration, and within seven (7) calendar days from the receipt of notice of intent to arbitrate the other party must, in turn, name their appointee. A third member to act as Chairman shall be appointed by the respective appointees. Should either party fail to name their appointee within the required seven (7) calendar days, or should the appointees fail to select a Chairman within thirty (30) calendar days from the date of their appointment, either party, or their appointee, shall request the Federal Minister of Labour to make the appointment.

5.6 The Board of Arbitration shall not have the right to alter or change any provisions of this Agreement, or to substitute any new provisions in this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. The Board, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.

5.7 Each of the parties hereto will bear the expense of their appointee to the Board and the parties will equally bear the fees and expenses of the Chairman.

5.8 The Company shall not be responsible for the payment of time used by an employee in the investigation and settlement of a grievance.

5.9

All monetary grievances that are mutually agreed upon shall be paid the following pay period either by separate cheque or, in the alternative, the employee's regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved.

5.10

Any employee covered by this Agreement when called for any discussion which may result in formal- disciplinary action or a grievance shall, upon request, be accompanied by the Steward or a Business Representative.

5.11

A grievance, once submitted in writing, may be withdrawn by mutual agreement.

5.12

Either party to this Agreement may submit a grievance not resolved by the steps set forth above to an arbitration panel of equal representation which will be composed of one (1) member selected by the Teamsters Union involved, and one (1) member selected by the employer. If a decision is reached by the panel it shall be final and binding upon the parties. No employee of the Teamsters Union involved nor the Company may serve on this arbitration panel. In the event of a "deadlock" by the arbitration panel it may be submitted to an outside Board of Arbitration as per Article 5.5.

ARTICLE 6: STRIKES & LOCKOUTS

6.1

During the term of this Agreement there shall be no lockout by the Company, or any strike, sit down, work stoppage or suspension of work, either complete or partial, for any reason by the employees.

6.2

The Company acknowledges the right of the individual employees to recognize and refuse to cross a picket line.

5.3

The Union recognizes the right of the Company to protect its business and the property of its customers.

6.4

Each party recognizing the rights of the other in this regard agrees that the Union will notify the Company of any strike or picket line activity, and the Company will notify the Union if, in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interests of the Company, its employees, or the Union.

6.5

In such cases a meeting will be held in order to mutually agree on a policy. In the event that the Company and the Union cannot agree, each party reserves the right to take whatever action it deems necessary and appropriate.

ARTICLE 7: SENIORITY

7.1

Seniority shall include all employees of the Company engaged in the loading and unloading of railway cars and trucks, and the storing and warehousing of goods on premises and docks maintained by the Company at Morterm Limited at Windsor, Ontario, with exception of those employees excluded in the certification awarded by the Canada Department of Labour, June 28th, 1974.

7.2

The purpose of seniority is to provide a policy governing work preference, lay-offs and recall:-

(a) Overtime shall be offered by seniority and shall devolve down to the junior employees on a permissive basis and back up on a compulsory basis. Overtime shall be paid at time and one-half (1-1/2) the employee's regular rate of pay.

(b) In the event of layoff, the Company shall consider:

- (i) the seniority of the employees;
- (ii) the qualifications of the employees, and where the qualifications are relatively equal, the employee's seniority shall be the determining factor.

7.3 If a continued loss of work-days exists for an employee through shortage of work within any assignment, or, in the case of a pending layoff, the Company or the Union may request a meeting to discuss alternate work for such employees.

7.4 Seniority lists containing the name and starting date of employees will be prepared and posted in the warehouse, on the bulletin board, annually, with sufficient copies for Stewards and Business Representatives, and a copy will be forwarded to the Teamsters Local 880 Union, such copy to contain the addresses and telephone numbers of the employees.

7.5 Employees shall be considered probationary until placed on the Seniority List. Once an employee has exceeded eight (8) hours in any one work week, such employee shall work under the provisions of this Agreement and shall be employed on a probationary basis until he has worked a total of sixty (60) days within a period of six (6) consecutive calendar months. During his employment on a probationary basis as aforesaid, an employee may be discharged or disciplined without recourse to the Grievance Procedure.

The Employer may not discharge such employee for the purpose of forcing an additional probationary period. Upon completion of the sixtieth (60th) day of work within the period aforesaid, the employee shall be placed on the Regular Seniority List and for the purposes of seniority, the employee's seniority date shall be the date upon which he/she started work.

6

Employees promoted to a supervisory position, or a position not subject to this Agreement will retain their seniority after promotion for a six (6) month period only. If demoted for any reason, or if they voluntarily request re-instalment to their former position, the time served in the supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all recourse to the grievance procedure as outlined in this Agreement, should he be subsequently discharged in such a position beyond the jurisdiction of this Agreement. This Article to be applied only once, for any employee during the term of this Agreement.

7.7

An employee's employment shall be terminated for any of the following reasons:-

- (i) if an employee voluntarily quits;
- (ii) if an employee is discharged and is not reinstated pursuant to the grievance procedure as provided in this contract;
- (iii) if an employee has been laid off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted, or is employed elsewhere, then the Company will notify the employee by registered mail to his last known address to return to work, and he will be allowed no more than seven (7) consecutive days from the date of such notification to report for duty. Notification will mean the day the Post Office delivered to last known address;
- (iv) if he takes employment other than that declared and agreed upon when applying for the leave of absence;
- (v) if an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days;
- (vi) if an employee is laid off and not recalled for a period extending beyond twenty (20) consecutive months.

8

Leave of absence in excess of thirty (30) calendar days, or an extension to an existing leave that will exceed in total thirty (30) calendar days, will not be granted until a request for same is submitted in writing to both the Teamsters Union and the Company and mutually agreed upon in writing.

7.9

Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority, provided the Company is notified of such illness or injury within three (3) days. The employee will notify the Company when he is able to return to work.

7.10

Lead Hand Rate & Lead Hand Rate of Pay

When a lead-hand is required, it will be offered to the work force by seniority. The lead-hand's duties will include directing the work force by communication between himself and the foreman. The lead-hand's work on the ship is by special arrangement only and does not set a precedent in terms of extending the Union's jurisdiction to work aboard ships as defined in Article 1.1 (b) of the Collective Agreement. The lead-hand's rate of pay will be \$1.00 per hour over and above the hourly rate.

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ARTICLE 8: COMPLETE OR PARTIAL CLOSURE OF TERMINAL OR OPERATIONS

8.1

In the event of complete or partial closure of the Terminal, the Company will give the Union sixty (60) days, or thirty (30) days respectively, notice of such closure. During this sixty or thirty-day period, respectively, the Company will meet with the Union to outline the reasons for the complete or partial closure.

8.2

Where a complete or partial closure is affected in accordance with the above, the affected employees may bid according to their seniority and qualifications to move

to the Terminal to which the work is being moved. Any employee who is laid off as a result of the complete closure will be given sixty (60) calendar days' notice of such layoff, or pay at their regular rate, in lieu thereof.

ARTICLE 9: MERGERS

9.1 In any instance where a merger takes place, 'or the Company purchases another, employees' seniority will be dovetailed provided they meet with the purchasing Company's qualifications.

ARTICLE 10: LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION

10.1 The Company agrees to grant to all present employees who are on leave of absence, and all future employees of the Teamsters Union, an indefinite leave of absence for work with the Teamsters Union, retaining and accumulating seniority with the Company. Such leave of absence shall be revocable upon three (3) working days' written notice by the employee.

ARTICLE 11: MEDICAL EXAMINATIONS

11.1 Any medical examination requested by the Company shall be promptly complied with by all employees provided, however, that the employer shall pay for all such examinations. The Company reserves the right to select their own medical examiner or physician, and the Union may, if in their opinion an injustice has been done an employee, have said employee re-examined at the Union's expense.

11.2 When a medical examination is required by the Company, the following conditions shall apply:-

- (i) If any employee takes a medical examination during his normal working hours he shall be paid for the time involved, and thus not lose any pay as a result of his taking a medical examination.
- (ii) If a medical examination is taken after working hours, the employee shall be paid the equivalent of one hour's pay at the prevailing straight time rate, and shall, in such cases, receive at least three (3) days' notice prior to the appointment with the doctor.
- (iii) If a routine medical examination is taken during working hours, one (1) day's notice will be given the employee.
- (iv) A report of the examination will be made available to the employee through the doctor designated by the employer.
- (v) No employee will be required to take a routine medical examination on a Saturday, unless the employee so requests and does so voluntarily.

ARTICLE 12: PROTECTIVE CLOTHING

12.1 The Company agrees to pay to each employee on the Seniority List a clothing allowance of One Hundred and Fifty Dollars (\$150.00) payable the first (1st) week of February in each calendar year. Employees who gain their seniority after the first (1st) week of February shall be paid clothing allowance pro-rated to the One Hundred and Fifty Dollar (\$150.00) total. The Company further agrees to provide rainwear and any other safety or protective wear required.

ARTICLE 13: EXTRA CONTRACT AGREEMENTS

13.1 It is agreed that neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.

ARTICLE 14: NEW TYPES OF EQUIPMENT & CATEGORIES OF WORK

14.1 When new types of equipment or categories of work for which rates of pay are not established by this Agreement are put into use or effect, rates governing such operations shall be subject to negotiations between the parties. In the event of failure to reach agreement on such rates, the question shall be referred to arbitration and a Board of Arbitration shall be established within thirty (30) days of the date of failure to reach such an agreement, and the rates as determined shall apply from the first day the equipment or categories of work were put into use or effect.

ARTICLE 15: BULLETIN BOARDS

15.1 The Company agrees to permit posting of notices of Union meetings or functions on a Bulletin Board conspicuously placed and provided for that purpose.

ARTICLE 16: LOSS AND DAMAGE TO CARGO AND EQUIPMENT

16.1 Employees shall not be required to contribute financially to offset any claim for loss or damage to cargo or equipment.

ARTICLE 17: VACATIONS WITH PAY

17.1 Employees with less than one (1) year of employment with the Company shall receive vacation pay in accordance with the Canada Labour Code.

17.2 At the beginning of the calendar year, employees who have been in the continuous employ of the Company for one (1) year shall receive two (2) weeks' vacation with vacation pay calculated at two (2) weeks' pay at their regular

rate or at four per centum (4%) of his gross annual earnings whichever is greater.

17.3 At the beginning of the calendar year, employees who have been in the continuous employ of the Company for five (5) years shall receive three (3) weeks' vacation with vacation pay calculated at three (3) weeks' pay at their regular rate or at six per centum (6%) -of his gross annual earnings whichever is greater.

17.4 At the beginning of the calendar year, employees who have been in the continuous employ of the Company for ten (10) years shall receive four (4) weeks' vacation with vacation pay calculated at four (4) weeks' pay at their regular rate or at eight per centum (8%) of his gross annual earnings whichever is greater.

17.5 At the beginning of the calendar year, employees who have been in the continuous employ of the Company for nineteen (19) years shall receive five (5) weeks vacation with vacation pay calculated at five (5) weeks pay at their regular rate or at ten percentum (10%) of his gross annual earnings, whichever is greater.

17.6 Vacation pay will be computed at the rate of two per centum (2%) of gross annual earnings for each week of vacation granted. At no time shall an employee's vacation be less than the equivalent of 40 hours pay per week of vacation, provided he has worked fifty per centum (50%) of the time in the previous vacation year. Vacations and General Holidays shall be considered as time worked. This provision shall only apply to employees on short-time due to layoff, sickness or Workmen's Compensation, and shall not apply to employees who sever, or have their employment severed.

7.7

Applications for vacations prior to March 1st of each year shall, insofar as it is practicable to do so, be given in order of seniority of the applicants, and will be given preference over late applicants. Employees who do not take their vacations at the time allotted, or who do not apply for it prior to October 1st, shall be required to take their vacation at a time to be prescribed by the Company. Vacations may not be separated into less than one week segments, and cannot be accrued.

ARTICLE 18: GENERAL HOLIDAYS

18.1 The following General Holidays will be observed:

- | | |
|-----------------------|----------------------------|
| NEW YEAR'S DAY | LABOUR DAY |
| GOOD FRIDAY | THANKSGIVING DAY |
| VICTORIA DAY | CHRISTMAS DAY |
| DOMINION DAY | BOXING DAY |
| CIVIC HOLIDAY | DAY BEFORE NEW YEAR'S DAY& |
| * EMPLOYEE'S BIRTHDAY | |

* Employees will qualify for day before New Year's Day and Birthday after completing one (1) year of service.

18.2 All employees shall be paid at the rate of one (1) day's pay at their regular hourly rate for the foregoing General Holidays, provided:

- (i) they have been in the employ of the Company for sixty (60) calendar days immediately preceding the Holiday;
- (ii) they have not been laid off for a period longer than thirty (30) days prior to the Holiday.

18.3 Any work performed on any of the Holidays except Christmas Day and New Year's Day as set forth in 18.1 hereof shall be paid for at time and one-half (1 1/2) the

employee's regular rate of pay in addition to the Holiday pay as set forth in 18.2 above. Any work performed on Christmas Day and/or New Year's Day shall be paid for at double (2x) the employee's regular rate of pay in addition to the Holiday pay as set forth in 18.2 above.

18.4 Any of the Holidays as listed falling within an employee's annual vacation, the employee shall be allowed an additional day of vacation, or one (1) day's pay at his regular rate of pay for each such Holiday.

18.5 In the event that one of the General Holidays as set forth in 18.1 hereof shall fall on a Saturday or a Sunday, the day proclaimed shall be the day observed, or if falling on a day that is not the employee's regular working day the next regular working day shall be considered to be the Holiday.

ARTICLE 19: HOURS OF WORK

19.1 The regular hours of work per week shall be forty (40) hours, which shall consist of five (5) eight (8)-hour days, Monday to Friday. The daily hours of work may be from 6:00 A.M. to 10:00 P.M.

19.2 All worked performed in excess of eight (8) hours in any one day, Monday through Friday, and/or forty (40) hours in any one week, shall be deemed as overtime and shall be paid for at the rate of time and one-half (1 1/2) the employee's regular hourly rate.

19.3 All regular Morterm work on Saturday and/or Sunday shall be deemed as overtime and shall be paid for at the rate of time and one-half (1 1/2) the employee's regular hourly rate. Employees engaged in the movement of cargo to or from ships including the checking, blocking and

handling of such cargo to or from storage or delivering carriers, having completed their regular eight (8) hour shift, shall be paid at the rate of time and one half (1 1/2), the employee's regular hourly rate. Such work performed on Saturdays or Sundays shall be at time and one half (1 1/2) the employee's regular hourly rate.

Probationary employees must have worked forty (40) hours in one week to be eligible for the overtime rate of pay for Saturday and Sunday. Notwithstanding the above, if such employee has worked beyond eight (8) hours on Saturday or Sunday, the overtime rate applies to all hours worked in excess of eight (8) hours. The application of the above article is not intended to alter the current work schedules and overtime shifts.

19.4 SHIFT DIFFERENTIAL

- (i) Employees whose regularly assigned shifts commence between 1200 hours and 1959 hours will receive a shift differential of Twenty Cents (20) per hour.
- (ii) Employees whose regularly assigned shifts commence between 2000 hours and 0359 hours will receive a shift differential of Thirty Cents (.30¢) per hour.
- (iii) Overtime will not be calculated on shift differential, nor will shift differential be paid for absence from duty, such as vacation, General Holidays, etc.

19.5 Employees required to report for work on any shift commencing before 8:00 A.M. and/or ending after 4:30 P.M. will be so notified on the Friday preceding such change of shift, and it is agreed that such shift schedule will be of no shorter duration than one (1) week, except by mutual agreement between Company and Union.

ARTICLE 20: SEMI-ANNUAL JOB BIDS

- 20.1 It is agreed between the Company and the Union that twice each year all employees may bid to transfer to other jobs provided they have the necessary qualifications. An employee will only be allowed to make two (2) consecutive bids on same job.
- 20.2 If the Company cannot get the job completed with qualified personnel, then the aforementioned conditions will not apply.
- 20.3 The bid shall be held twice per year in the months of March and September, and will be posted for seven (7) days commencing on the first Monday of the respective month. The bid will show the number of openings. Each employee will be brought into the office in order of his seniority to sign the bid, at which time he must indicate his preference. The transfer of employees will be affected on the first Monday of the months of APRIL and OCTOBER.
- 20.4 The results of the job bid will be posted for seven (7) days prior to the semi-annual change and the Teamsters Union office will be given copy when completed. The Shop Steward will have the authority to sign on behalf of any employee who is absent at the time of the semi-annual bid due to sickness, injury, leave of absence or vacation.
- 20.5 Employees will only be transferred if the required qualifications are approved by the Company.
- 20.6 An employee "bumped" as a result of the bid will move to whatever job his seniority and qualifications entitle him to do.

0.7 Jobs may be exchanged at any time by mutual agreement by Company and Union provided no overall efficiency is lost.

ARTICLE 21: VACANCIES - NEW JOBS

21.1 When openings on types of equipment or new jobs of three (3) days' duration or more are created at any time, qualified employees shall be given the preference to bid on such jobs in accordance with their seniority.

21.2 When job openings or new jobs are created within the scope of this Agreement, such openings will be posted on the Bulletin Board for three (3) working days (Saturdays, Sundays and General Holidays excluded), and employees shall have the opportunity of bidding on such job opening or new job in order of their seniority.

ARTICLE 22: PAY PERIOD

22.1 Employees will be paid bi-weekly, and their pay stub will indicate the number of regular hours worked, any overtime hours worked, and any and all deductions made therefrom.

22.2 Minor shortages in pay will be paid the following pay period, when brought to the attention of the Company. Shortages in excess of Twenty Dollars (\$20.00) will be paid immediately.

ARTICLE 23: PART-TIME HELP

23.1 Part-time help shall be defined as persons who are employed by the Company to supplement the normal work force.

23.2 Where the work of a part-time person exceeds eight (8) hours in any one week, such person shall be considered a

probationary employee and the conditions of this Agreement shall apply.

- 23.3 It is understood and agreed that part-time help shall not be used to deprive regular employees of their normal hours of work.
- 23.4 Laid-off employees shall be given the first opportunity to perform part-time work, and will be entitled to daily call-in guarantee.
- 23.5 Part-time employees shall be paid the minimum pay scale of regular employees, and shall be required to pay Union dues.

ARTICLE 24: EQUIPMENT

- 24.1 It is to the mutual advantage of both the Company and the employees that employees shall not operate vehicles or use equipment not in safe operating condition and not equipped with safety appliances required by law.
- 24.2 It shall be the responsibility of the Company to maintain all vehicles and equipment in safe operating condition. The maintenance of equipment in sound operating condition is not only a function, but a responsibility of the Company.
- 24.3 It shall be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is justified. A licensed mechanic is to be the judge as to whether refusal is justified.
- 24.4 Employees will not be held responsible for damage while towing or pushing equipment if instructed to do so by the Company, unless the employee has been proven negligent.

ARTICLE 25: JURY DUTY

25.1 Employees on the seniority list called upon to serve as Jurors, or as a Crown Witness, shall be allowed such time off, and shall be paid therefor by the Company at their regular rate of pay, LESS the amount of the Jury Duty pay received.

ARTICLE 26: BEREAVEMENT

26.1 In the event of a death in the immediate family (i.e., Mother, Father, Sister, Brother, Spouse, Child, Grandparent, Step-parent, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law), employees on the seniority list will be allowed a maximum of three (3) days off without loss of pay, provided the time between the day of death and including the day of funeral are working days.

ARTICLE 27: BONDING

27.1 Should the Company require any employee to give Bond, the premium involved shall be paid by the Company. The primary obligation to procure the Bond shall be on the Company. If the Company cannot arrange for a Bond for an employee within thirty (30) days, they must so notify the employee in writing. Failure to so notify shall relieve the employee of the Bonding requirement. If the proper notice is given the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements, standard premiums only on said Bond to be paid by the Company. A standard premium shall be that premium paid by the Company for Bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee.

7.2

If the Company institutes a Bonding system, present employees who are on the seniority list will not be discharged because of failure to obtain a Bond.

ARTICLE 28: STEWARDS

28.1 The Company acknowledges the right of the Union to appoint a Steward for each regularly scheduled shift.

28.2 (i) Wherever possible, grievances shall be processed during the normal working hours of the Steward. The Steward shall receive his regular rate of pay when grievances, or pending grievances, are processed with the Company on Company property.

(ii) If the Company's representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid for all time spent during the processing of the grievance with the Company on Company property.

(iii) Should the Company find that the Steward's activities interfere with the normal course of his duties, or the duties of other employees, the Company may contact a representative of the Teamsters Local 880 Union, and/or register a grievance commencing with Step (iii) as outlined in Article 5.4 of this Agreement.

28.3 The Union will inform the Company, in writing, of the name of the Steward and/or any subsequent change in the name of the Steward. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.

28.4 The Company will notify the Union by registered mail or telegram, prior to the suspension or discharge of a Steward, otherwise the dismissal or suspension will be considered null and void.

8.5 For the purpose of lay-off and the day-to-day allocation of work, the Steward shall be established on the seniority list as "second-man".

28.6 For the purpose of processing specific grievances or disputes, Business Representative and Stewards shall have access to Company records that are pertinent to the grievances or disputes, during the office hours of the Company.

ARTICLE 29: CALL-IN & CALL-BACK

29.1 Employees called in to work, or called back to work after they have finished their regular daily shift, shall be guaranteed four (4) hours' pay at the rate of time and one half (1 1/2).

ARTICLE 30: SUPERVISORS - FOREMEN

30.1 It is understood and agreed that Supervisors - Foremen will be excluded from the Bargaining Unit, and will at no time perform any work that falls within the scope of this Agreement, provided that overtime requirements are met.

ARTICLE 31: MAINTENANCE OF PRIVILEGES - BENEFITS

31.1 It is understood and agreed that employees will not suffer the loss of any work-related benefits or privilege now being enjoyed because of the signing of this Agreement.

ARTICLE 32: GENERAL

32.1 Employees will be allowed a fifteen (15) minute coffee break in the A.M. and fifteen (15) minute coffee break in the P.M. Wash-up periods of five (5) minutes will be allowed prior to lunch and/or quitting time.

32.2 In the event of legislation being enacted subsequent to the signing of this Agreement invalidating the

application of any Article or Appendix thereto, the relative Section only of this Agreement shall be nullified.

- 32.3 The Company agrees to provide clean, sanitary and adequate appointments in respect to lunchrooms and washrooms; all such rooms must be provided with fire exits as required by law, and sufficiently heated in the cold weather. Company will supply Porta-Johns on dock while ships are docked.
- 32.4 Personnel shall be allowed appropriate time off to vote in Federal, Provincial or Municipal elections.
- 32.5 If an employee meets with an accident after starting work, incapacitating him from carrying out his duties, he shall be paid a full day's wages for the day of his injury, and the Company shall provide him suitable transportation to a hospital or doctor, thence to his home.

ARTICLE 33: RATES OF PAY

Attached hereto and forming an integral part of this Agreement is Schedule "A" outlining the rates of pay for employees covered by the terms of this Agreement.

ARTICLE 34: HEALTH & WELFARE

Attached hereto and forming an integral part of this Agreement is Schedule "B", outlining Health and Welfare Benefits covering employees in the Bargaining Unit.

ARTICLE 35: PENSION

Attached hereto and forming an integral part of this Agreement is Schedule "C", outlining employee's Pension Program.



ARTICLE 36: RULES & REGULATIONS

Attached hereto and forming an integral part of this Agreement is Schedule "D", outlining Rules and Regulations to govern the actions of all employees covered by the terms of this Agreement.

ARTICLE 37: DURATION

- 37.1 THIS AGREEMENT shall become effective on January 1, 1997 and shall continue in force and effect until the 31st day of December, 2000, and from year-to-year thereafter, unless either Party serves ninety (90) days' notice by registered mail to the other Party of expiration, or their intent to amend or modify the Agreement.
- 37.2 Negotiations shall be entered into within fifteen (15) days of notification to do so.
- 37.3 THIS AGREEMENT shall be binding upon the Parties hereto, their Successors, Administrators, Executors and Assigns.
- 37.4 THIS AGREEMENT shall continue in full force and effect until a new Agreement is reached.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ day of _____, 1997.

FOR THE COMPANY:

THE ESSEX TERMINAL RAILWAY
COMPANY

(President)

(Vice-President & Gen. Mgr.)

FOR THE UNION:

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS UNION, LOCAL NO. 880

(President)

(Secretary-Treasurer)

(Business Representative)

(Committeeman)

SCHEDULE "A"

(i) WAGE RATES

Wage rates for employees covered by the terms of this Agreement shall be as follows:

EFFECTIVE - JANUARY 1, 1997 - \$16.90 per hour

EFFECTIVE - JANUARY 1, 1998 - \$17.25 per hour.

EFFECTIVE - JANUARY 1, 1999 - \$17.60 per hour

EFFECTIVE - JANUARY 1, 2000 - \$18.10 per hour

PROBATIONARY RATE

Probationary rate of pay - \$12.75 per hour for duration of the Agreement.

SCHEDULE "B"

HEALTH AND WELFARE BENEFITS

The Company agrees to provide benefits effective with the first of the month following the signing of this agreement and pay the entire cost, except where noted (and any increase which may occur during the life of this Agreement) of:

(i) EXTENDED HEALTH CARE

A \$10 - \$20 deductible plan will be purchased for each employee and their dependants, the premium cost paid by the Company.

(ii) DENTAL PLAN

Employees will receive an 80% - 20% co-pay preventative plan which includes checkups, cleaning, fillings, extractions, x-rays, root canals, periodontal and endodontal services to a maximum of \$800.00 per family member per year. The insurance would be maintained at current ODA levels during this contract.

(iii) VISION CARE

It is agreed the Company shall pay the total premium on behalf of employees and employees' eligible dependants to a plan that will provide eye glasses to a maximum of One Hundred Dollars (\$100.00) in any twenty four (24) consecutive months.

(iv) GROUP INSURANCE & ACCIDENTAL DEATH & DISMEMBERMENT

The Company agrees to provide life insurance to a maximum of \$10,000.00 paying all premiums in excess of sixty cents (.60¢) per \$1,000.00. Accidental Death & Dismemberment is an essential part of the Group Insurance policy and the Company agrees to pay one hundred percent (100%) of the premium cost.

(v) WEEKLY INDEMNITY

Effective the first of the month following signing of this, a 1/4/26 Plan will be purchased providing payment of equivalent to disability benefits provided by the Unemployment Insurance Commission, for non-occupational bodily injury, disease or pregnancy. The Company will pay all costs including the employee's share of the expense. The indemnity payment will be payable after the first (1st) day off following an accident and after four (4) days off due to illness (1/4/26). Employees who are laid off and who were not already receiving this benefit

at the time of lay-off, shall not be entitled to receive this benefit.

- (vi) If an employee is laid off, his Medical and Dental benefits will be discontinued as of the first day of the fourth (4th) month.
- (vii) The Company agrees to provide "Out-of-Province" Health Care Benefits to the membership as stated in the Group Insurance contract.
- (viii) If for any reason other than a work stoppage or a voluntary leave of absence, an employee is unable to perform his normal or assigned duty for a period longer than three (3) months, the Company paid or Company-employee paid medical or dental benefits described will be suspended as of the first day of the fourth month.
- (ix) Employees retiring after ten (10) years of cumulative service will have the option at the time of retirement of purchasing \$1,000.00 of paid-up life insurance which the Company undertakes to match.

Employees retiring with pension after fifteen (15) years or more of continuous service, the Company will pay:

- (i) extended health care
80% - 20% co-pay,
\$10.00 - \$20.00 deductible will be provided.
- (ii) paid up life insurance of \$2,000.00 with the full cost being assumed by the Company.

Note: At the retiree's option, a retiring allowance may be substituted for Company paid life insurance, in an amount equal to the premium otherwise payable by the Company.

- (x) Any changes to any of the above described Health and Welfare Benefits will occur on the first of the month following the change.

PENSION PROGRAM

- (i) The Company agrees to maintain a Pension Program under the same conditions that existed prior to the signing of this Agreement. Employees hired by the Company after March 1, 1980, will be required to join and contribute to the Plan.

- (ii) The Company reserves the right to improve the Plan at any time, but it will covenant not to increase the costs to employees without consultation with the representatives of the employees.

SCHEDULE "D"

RULES AND REGULATIONS

For disciplinary measures, all infractions of Rules and Regulations shall **be** removed from the employee's record after two (2) years.

All penalties and reprimands must be issued to the employee within seventy-two (72) hours from the time the infraction became known, with a copy to the Teamsters Local 880 Union, otherwise the penalty or reprimand will be considered NULL and VOID.

1: ACCIDENTS

- 1.1 Accidents for which the employee is at fault, or for which his action or lack of action is a contributory factor, will result in disciplinary action, which according to the seriousness of the accident, the degree of negligence, or carelessness and/or frequency of accidents, may range from reprimand to suspensions of one day, two days, three days, to dismissal.
- 1.2 Failure to report all accidents as soon as possible in accordance with the Company instructions will result in the employee being subject to DISMISSAL.

2: EQUIPMENT

- 2.1 It shall be the duty of employees to report promptly in writing to the Company all defects in equipment. Failure to report mechanical defects in equipment, if known, will result in:-

1st offense	Reprimand
2nd offense	1 day off
3rd offense	3 days off
Subsequent offenses	SUBJECT TO DISMISSAL

3: BEHAVIOUR

- 3.1 Consuming intoxicants or illegal stimulants while on duty or on the Company's property:

1st offense	SUBJECT TO DISMISSAL
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- 3.2 Reporting for duty while under the influence of an intoxicant or an illegal stimulant:

1st offense	Reprimand to 2 days off
2nd offense	1 week off
3rd offense	SUBJECT TO DISMISSAL

3.3 Theft or wilful damage:

1st offense	SUBJECT TO DISMISSAL
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3.4 Failure to obey instructions of authorized personnel (names of persons in authority to be posted):-

1st offense	Reprimand
2nd offense	1 day off
3rd offense	3 days off
4th offense	SUBJECT TO DISMISSAL

3.5 Deliberate disobedience of orders of authorized personnel:

1st offense	1 week off
2nd offense	SUBJECT TO DISMISSAL

3.6 Failure to notify the Company of intent to be absent from work at least one (1) hour before regular starting time, unless there is a reasonable explanation for such failure:

1st offense	Reprimand
2nd offense	Reprimand
3rd offense	3 days off
4th offense	SUBJECT TO DISMISSAL

3.7 Reporting late for work without a reasonable explanation:

1st offense	Reprimand
2nd offense	1 day off
3rd offense	3 days off
4th offense	SUBJECT TO DISMISSAL

I M P O R T A N T N O T E :

If you leave the' employ of the Company, contact your Local Union either in person, or, by mail, for a WITHDRAWAL CARD

WITHDRAWAL CARDS can only be issued to a member whose dues are paid to and including the month in which the withdrawal card is requested.

WITHDRAWAL CARDS ARE VALID ONLY WHEN YOU ARE NOT WORKING AT THE CRAFT.

Upon your return to work, give your withdrawal card to your Steward, along with payment of the current months' dues.

KNOW YOUR AGREEMENT - MAKE SURE YOU KEEP IT FOR YOUR FUTURE REFERENCE. IF THERE IS ANYTHING ABOUT WHICH YOU MAY BE IN DOUBT, ASK YOUR STEWARD TO ADVISE YOU, OR CONTACT YOUR LOCAL UNION OFFICE.

A L W A Y S

- 1) ATTEND YOUR UNION MEETINGS.
- 2) HELP NEW EMPLOYEES BECOME ACQUAINTED WITH THE AGREEMENT.
- 3) IF YOU LEAVE THE EMPLOY OF THE COMPANY, CONTACT YOUR LOCAL UNION OFFICE FOR A WITHDRAWAL CARD.
- 4) IF YOU LEAVE THE EMPLOY OF THE COMPANY, OR ARE LAID OFF, REGISTER WITH THE LOCAL UNION OFFICE SO THAT WE MAY HELP YOU TO FIND EMPLOYMENT ELSEWHERE.

"B E A G O O D U N I O N M E M B E R "